

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Casey Davidson		02/15/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toadfish LLC		
<b>Street Address:</b>	813 Weir Street		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29412		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87318131	TOADFISH	
<b>Serial Number:</b>	87318099	TOADFISH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025881960		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	502-625-2784		
<b>Email:</b>	sduvall@middletonlaw.com		
<b>Correspondent Name:</b>	Scot A. Duvall		
<b>Address Line 1:</b>	401 S. Fourth Street, Suite 2600		
<b>Address Line 2:</b>	MIDDLETON REUTLINGER		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>ATTORNEY DOCKET NUMBER:</b>	ZU372-17007		
<b>NAME OF SUBMITTER:</b>	Scot A. Duvall		
<b>SIGNATURE:</b>	/Scot A. Duvall/		
<b>DATE SIGNED:</b>	04/07/2017		
<b>Total Attachments: 2</b>			
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source=87318131 87318099-CD to Toadfish LLC-eff 021517#page2.tif			

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT, dated as of 2/15, 2017 (the "Effective Date"), is from **Casey Davidson**, an individual citizen of the United States (the "Assignor") whose post office address is 813 Weir Street, Charleston, South Carolina 29412, to **Toadfish LLC**, a South Carolina limited liability company ("Assignee"), whose post office address is 813 Weir Street, Charleston, South Carolina 29412.

### WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to the trademarks attached on Schedule A hereto (individually a "Mark" and collectively the "Marks"), each of which Applicant has used in commerce, and the related pending U.S. federal trademark applications referenced therein (individually an "Application" and collectively the "Applications") each based at least in part on Section 1(a) of the Lanham Act;

WHEREAS, Assignee is a successor to the business of Assignor and/or a successor to the ongoing and existing portion of the business to which the Marks pertain, thereby making permissible, pursuant to Section 10 of the Lanham Act, the assignment of the related Applications to the extent founded on Section 1(b) of the Lanham Act;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Marks and Applications (and any resulting registrations), together with the goodwill of the business connected with the use of and symbolized by the respective Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations, or limitations:

1. All right, title and interest in and to the Marks, corresponding Applications and any resulting registrations, together with the goodwill of the business connected with the use of and symbolized by the respective Marks (and also including the right to register the Marks in Assignee's name), arising under the federal, state, and common law of the United States of America, or elsewhere in the world; and

2. All claims and rights associated with the Marks, corresponding Applications, and any resulting registrations arising under the federal, state, and common law of the United States of America or elsewhere in the world, including the right to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Marks, corresponding Applications, or resulting registrations, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).

Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed, effective as of the Effective Date.

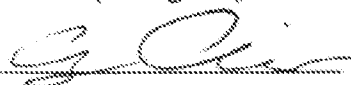
  
 Casey Davidson ("Assignor")

Date: 2/15/17

**ACCEPTANCE**

The undersigned Assignee hereby declares that it has accepted the foregoing Assignment.

Toadfish LLC ("Assignee")



By: 

Name: Casey Davidson

Title: Member

Date: 2/15/17

**SCHEDULE A**

"Mark" & Description	Depiction of "Mark"	"Application" Serial No.	Filing Date
TOADFISH & Design (stylized wording and image of front-facing fish)	 TOADFISH	87318131	January 30, 2017
TOADFISH & Design (stylized wording and image of side-facing fish)	 TOADFISH	87318099	January 30, 2017